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8 Attorneys for Plaintiff

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12 **CR • 01 - 0194**

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 Ronald W. Young,

17 Defendant.

No.

PLEA AGREEMENT

18
19 I, Ronald W. Young, and the United States Attorney's Office for the Northern District of
20 California (hereafter "the government") enter into this written plea agreement (the "Agreement")
21 pursuant to Rule 11(e)(1)(B) of the Federal Rules of Criminal Procedure:

22 The Defendant's Promises

23 1. I agree to waive my right to indictment and plead guilty to Count One of the
24 captioned information charging me with bank embezzlement, in violation of 18 U.S.C. § 656. I
25 agree that the elements of the offense and the maximum penalties are as follows:

- 26 (1) An officer, director, agent or employee of;
27 (2) Any Federal Reserve bank, member bank or national bank;
28

PLEA AGREEMENT
CR _____

RECEIVED
01 MAY 21 PM 3:28
RICHARD W. HIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRB

1 (3) Embezzles, abstracts, purloins or willfully misapplies;

2 (4) Any of the moneys, funds, or credits of such bank, or any moneys, funds, assets or
3 securities intrusted to the custody or care of such bank

- | | | | |
|---|----|---------------------------------|---------------|
| 4 | a. | Maximum prison sentence | 30 years |
| 5 | b. | Maximum fine | \$ 1 million |
| 6 | c. | Maximum supervised release term | 5 years |
| 7 | d. | Mandatory special assessment | \$ 100 |
| 8 | e. | Restitution | \$ 283,734.14 |

9 2. I agree that I am guilty of the offense to which I will plead guilty, and I agree that
10 the following facts are true: Young was employed by The Pacific Bank, 351 California Street, San
11 Francisco, California from 1988 until July 1999. From 1993 through July 1999, Young was the
12 Vice President of Operations for the trust division of the bank. Pacific Bank is federally insured
13 by the Federal Deposit Insurance Corporation and was so insured throughout the relevant time
14 frame, including 1988 through and including July 1999. In July 1999, Young was asked to resign
15 from his employment at The Pacific Bank, which he did.

16 Within the trust division of The Pacific Bank, the bank was designated as either the trustee,
17 co-trustee, successor trustee, or custodian of more than 460 trust accounts established by or for
18 the benefit of bank customers. Young committed the embezzlement through access to bank
19 suspense accounts. If a trust account includes stocks, and dividends are paid on those stocks, or
20 monies are otherwise coming into the trust accounts, those monies first go into one of the bank's
21 suspense accounts. The funds are later transferred into the appropriate trust account. The bank
22 maintains several suspense accounts which have millions of dollars of activity each day.

23 Beginning in 1993, and continuing through July 1999, Young paid his personal living expenses
24 out of various suspense accounts at The Pacific Bank. Young prepared checks from the suspense
25 accounts and paid for, among other things, his residence mortgage, a condominium mortgage,
26 personal credit card bills, landscaping, auto repair bills, and educational bills for his wife. The
27 total amount taken from the trust accounts by Young was \$283,734.14.

28 3. I agree to give up all rights that I would have if I chose to proceed to trial,

including the rights to a jury trial with the assistance of an attorney; to confront and cross-examine government witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth Amendment claims; to any further discovery from the government; and to pursue any affirmative defenses and present evidence.

4. I agree to give up my right to appeal my conviction, the judgment, and orders of the Court. I also agree to give up any right I may have to appeal my sentence.

5. I agree not to file any collateral attack on my conviction or sentence, including a petition under 28 U.S.C. §2255, at any time in the future after I am sentenced, except for a claim that my constitutional right to the effective assistance of counsel was violated.

6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered.

7. I agree that the Sentencing Guidelines should be calculated as follows:

- | | | |
|----|--|------|
| a. | Base Offense Level, U.S.S.G (§2B1.1): | +4 |
| b. | Specific offense characteristics: | |
| | More than minimal planning | |
| | (§2B1.1(b)(4)(A)): | +2 |
| | Abuse of trust (§3B1.3): | +2 |
| c. | Amount of loss (provable - \$199,000): | +9 |
| d. | Increase/decrease for role in the offense: | None |
| e. | Acceptance of responsibility: | |
| | (If I meet the requirements of | |
| | U.S.S.G. § 3E1.1): | -3 |
| f. | Adjusted offense level | 14 |

I agree that, regardless of any other provision in this agreement, the government may and will provide to the Court and the Probation Office all information relevant to the charged offenses or the sentencing decision. I also agree that the Court is not bound by the Sentencing Guidelines calculations above, the Court may conclude that a higher guideline range applies to me, and, if it does, I will not be entitled, nor will I ask, to withdraw my guilty plea.

I will ask the Court to depart an additional two levels pursuant to Guideline Section 5K2.0. The adjusted offense level would then be 12, with a corresponding guideline range of 10-16

1 months. I will ask the Court to sentence me to serve 5 months in custody, and 5 months in home
2 detention pursuant to Section 5C1.1(d)(2), in addition to the appropriate orders regarding
3 restitution, fines, supervised release and special assessment.

4 8. I agree that the court may order and I will pay restitution in the amount of
5 \$283,734.14. I agree that restitution will be owing to City National Bank, the successor in
6 interest to The Pacific Bank. I agree that, before or after sentencing, I will, upon request of the
7 Court, the government, or the U.S. Probation Office, provide accurate and complete financial
8 information, release funds and property under my control, submit sworn statements and give
9 depositions under oath concerning my assets and my ability to pay, surrender assets I obtained as
10 a result of my crimes, and make a good faith effort to pay amounts I am ordered to pay as a fine,
11 forfeiture, or restitution. I agree to pay the special assessment at the time of sentencing.

12 9. I agree not to commit or attempt to commit any crimes before sentence is imposed
13 or before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial
14 release (if any); intentionally provide false information to the Court, the Probation Office, Pretrial
15 Services, or the government; or fail to comply with any of the other promises I have made in this
16 Agreement. I agree that, if I fail to comply with any promises I have made in this Agreement,
17 then the government will be released from all of its promises below, but I will not be released
18 from my guilty plea.

19 10. I agree that this Agreement contains all of the promises and agreements between
20 the government and me, and I will not claim otherwise in the future.

21 11. I agree that this Agreement binds the U.S. Attorney's Office for the Northern
22 District of California only, and does not bind any other federal, state, or local agency.

23 The Government's Promises

24 12. The government agrees that it will not oppose a sentence based on an adjusted
25 offense level of 12, and a requirement that the defendant serve 5 months in custody and 5 months
26 in home detention, in addition to the appropriate orders regarding restitution, fines, supervised
27 release and special assessment.

28 13. The government agrees not to file or seek any additional charges that could be

1 filed as a result of the investigation that led to the captioned indictment.

2 14. The government agrees to recommend the Guidelines calculations set out above.

3 The Defendant's Affirmations

4 15. I confirm that I have had adequate time to discuss this case, the evidence, and this
5 Agreement with my attorney, and that he has provided me with all the legal advice that I
6 requested.

7 16. I confirm that while I considered signing this Agreement, and at the time I signed
8 it, I was not under the influence of any alcohol, drug, or medicine.

9 17. I confirm that my decision to enter a guilty plea is made knowing the charges that
10 have been brought against me, any possible defenses, and the benefits and possible detriments of
11 proceeding to trial. I also confirm that my decision to plead guilty is made voluntarily, and no one
12 coerced or threatened me to enter into this agreement.

13
14 Dated: _____

Ronald W. Young
Defendant

15
16 ROBERT S. MUELLER, III
17 United States Attorney

18
19 Dated: May 18, 2001

20 

MELINDA L. HAAG
Assistant United States Attorney

21 I have fully explained to my client all the rights that a criminal defendant has and all the
22 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement
23 and all the rights he is giving up by pleading guilty, and, based on the information now known to
24 me, his decision to plead guilty is knowing and voluntary.

25
26 Dated: _____

Willard E. Stone, Esq.
Attorney for Defendant

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28 PLEA AGREEMENT
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